



COUNTY OF LOS ANGELES  
DEPARTMENT OF PARKS AND RECREATION  
*"Creating Community Through People, Parks and Programs"*

Russ Guiney, Director

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November 21, 2006

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL OF AMENDMENT NUMBER 1 TO  
PARK MAINTENANCE SERVICES CONTRACT NUMBER 73910  
TO INCREASE THE CONTRACT SUM FOR MAINTENANCE OF THE  
NEWLY CONSTRUCTED RESTROOM BUILDING AT BILL BLEVINS PARK  
(Fourth District - 3 Vote Matter)**

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Find that the proposed action is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to the State CEQA Guidelines and the County's Environmental Document Reporting Procedures and Guidelines, adopted by your Board on November 17, 1987, cited herein.
2. Approve and instruct the Mayor to sign the attached Amendment Number 1 to Park Maintenance Services Contract Number 73910 with TruGreen LandCare Branch 6246 (TruGreen) to increase the annual contract amount by \$1,947 to \$157,089 to include the maintenance of the newly constructed restroom building at Bill Blevins Park.
3. Find that Park Maintenance Services Contract Number 73910, as amended, remains cost-effective pursuant to Los Angeles County Code Chapter 2.121.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

On February 19, 2002, your Board approved a park maintenance services contract to provide maintenance services for the Rowland Heights Area Parks, which include Pathfinder Regional, Carolyn Rosas, Gloria Heer, Rowland Heights, Trailview, and Bill Blevins Parks. Due to the newly constructed restroom building at Bill Blevins Park, there is a need to amend the existing contract to provide additional maintenance services, which will increase the annual contract sum.

### **Implementation of Strategic Plan Goals**

The proposed amendment will further the Board-approved County Strategic Plan Goal One (Service Excellence) and Goal Four (Fiscal Responsibility) by continuing the Department's contracting effort with the private sector in providing quality maintenance services through the most cost effective means possible.

### **FISCAL IMPACT/FINANCING**

The increased contract cost for providing the additional maintenance services at Bill Blevins Park is \$1,947 per year, increasing the total contract sum from \$155,142 to \$157,089 annually.

### **Operating Budget Impact**

The Department's Operating Budget includes sufficient appropriation to fund the increase cost of the service contract. The Department worked with the Chief Administrative Office to determine the appropriate level of operations and to identify available funding to operate and maintain the park improvement. The Department requested and received a transfer of services and supplies appropriation from Provisional Financing Uses as part of the Fiscal Year 2006-07 Annual Supplemental Resolution request. The increase in cost to maintain the park improvement will be incurred beginning in Fiscal Year 2006-07.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

On February 19, 2002, your Board approved Park Maintenance Services Contract Number 73910 with Gothic Landscape to provide park maintenance services for the Rowland Heights Area Parks.

On March 1, 2004, pursuant to Section 9 of the contract, this Department approved the assignment of Park Maintenance Services Contract Number 73910 from Gothic Landscape to TruGreen.

As provided by the contract, your Board may authorize compensation to increase the Contractor's level of maintenance due to the inclusion of newly constructed appurtenant structures within the existing contract facilities. The effective date of the increased service is upon your Board's approval.

The Department has reviewed the amended contract cost in accordance with a methodology approved by the Auditor-Controller and has determined that this Proposition A contract remains cost-effective at the increased amount in accordance with the requirements of Los Angeles County Code Chapter 2.121 (Attachment I).

County Counsel has approved the attached amendment as to form and TruGreen Landcare has executed the amendment.

**ENVIRONMENTAL DOCUMENTATION**

The approval of this contract amendment is categorically exempt from CEQA according to Section 15301(h) of the State CEQA Guidelines and Class 1(j) of the Environmental Document Reporting Procedures and Guidelines, adopted by your Board on November 17, 1987, because the project provides for maintenance of existing facilities.

**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

The park maintenance services are currently being provided by TruGreen; therefore, there will be no employee impact to existing staff.

**CONCLUSION**

It is requested that a certified copy of the action taken by your Board and a fully executed copy of the attached amendment be mailed to TruGreen Landcare, Attention: Mr. Joel Gay, 1150 W. Trenton Ave., Orange, California 92867. It is also requested that two (2) conformed copies be forwarded to this Department.

Respectfully submitted,



Russ Guiney  
Director

RG:KH:MG

Attachments

c:     Executive Officer (22)  
       Chief Administrative Office  
       County Counsel

## County's Estimated Avoidable Costs compared to TruGreen LandCare's Costs for Rowland Heights Area Parks Park Maintenance Services

### COUNTY COSTS

#### DIRECT

##### Salaries:

Position	Benefits w/5th Step Variance <sup>(1)</sup>	No. of Positions <sup>(2)</sup>	No. of Months	TOTAL
Grounds Maintenance Worker I	\$3,759.82	3.6722	12	\$165,683.25
Grounds Maintenance Worker II	\$4,204.30	1.9287	12	\$97,304.66
		5.6009		\$262,987.91

(1) 5th Step Variance @ 97.1365%.

(2) Positions reflect annual County Productive Work Hours @ 1764.

##### Equipment:

Vehicle Usage/Fixed Assets <sup>(3)</sup>	No. of Units	No. of Miles	Cost/Mile	TOTAL
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#### Vehicle Usage

3/4 Ton Pickup Truck (75 miles per week)	1	3900	0.6433	\$2,509
1/2 Ton Pickup Truck (75 miles per week)	1	3900	0.5029	\$1,961

#### Fixed Assets (annualized 7 yrs)

3/4 Ton Pickup Truck	1			\$3,143
1/2 Ton Pickup Truck	1			\$2,857
				<u>\$10,470</u>

#### Services & Supplies

Includes extra custodial services and restroom cleaning liquids and janitorial supplies	<u>\$12,477</u>
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Total Services and Supplies/Equipment	\$22,947
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#### INDIRECT<sup>(4)</sup>

Avoidable Overhead Contract Admin.	\$0
Avoidable Overhead Agency Admin.	\$0
	<u>\$0</u>

<b>TOTAL ESTIMATED COUNTY AVOIDABLE COSTS<sup>(5)</sup></b>	<b><u><u>\$285,935</u></u></b>
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(3) Equipment costs include the use of a 3/4 ton truck @ 75 miles per week @ \$0.6433 per mile and 1/2 ton truck @ 75 miles per week @ \$0.5029 per mile.

(4) Indirect Costs include monitoring by County field staff.

(5) County's cost to provide the current and proposed level of service.

### TRUGREEN LANDCARE'S COSTS

#### DIRECT<sup>(6)</sup>

Contractor Cost	
Current Cost	\$155,142
Proposed Cost - restroom services @ Bill Blevins Park	<u>\$1,947</u>
Total Contractor Direct Costs	<u>\$157,089</u>

#### INDIRECT COSTS<sup>(7)</sup>

Avoidable Overhead Contract Admin.	\$0
Avoidable Overhead Agency Admin.	\$0
	<u>\$0</u>

<b>TOTAL CONTRACTING COSTS (Direct Costs plus Indirect Costs)</b>	<b><u><u>\$157,089</u></u></b>
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(6) Contractor's current and proposed costs.

(7) Contract monitoring conducted by existing County staff.

<b>ESTIMATED SAVINGS FROM CONTRACTING (TOTAL ESTIMATED COUNTY AVOIDABLE COSTS LESS TOTAL CONTRACTING COSTS)</b>	<b><u><u>\$128,846</u></u></b>
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## County's Estimated Avoidable Costs compared to TruGreen LandCare's Costs for Rowland Heights Area Parks Park Maintenance Services

### COUNTY COSTS

#### DIRECT

##### Salaries:

Position	Benefits w/5th Step Variance <sup>(1)</sup>	No. of Positions <sup>(2)</sup>	No. of Months	TOTAL
Grounds Maintenance Worker I	\$3,759.82	3.6722	12	\$165,683.25
Grounds Maintenance Worker II	\$4,204.30	1.9287	12	\$97,304.66
		5.6009		\$262,987.91

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(2) Positions reflect annual County Productive Work Hours @ 1764.

##### Equipment:

Vehicle Usage/Fixed Assets <sup>(3)</sup>	No. of Units	No. of Miles	Cost/Mile	TOTAL
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#### Vehicle Usage

3/4 Ton Pickup Truck (75 miles per week)	1	3900	0.6433	\$2,509
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1/2 Ton Pickup Truck (75 miles per week)	1	3900	0.5029	\$1,961
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#### Fixed Assets (annualized 7 yrs)

3/4 Ton Pickup Truck	1			\$3,143
1/2 Ton Pickup Truck	1			\$2,857
				<u>\$10,470</u>

#### Services & Supplies

Includes extra custodial services and restroom cleaning liquids and janitorial supplies				<u>\$12,477</u>
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Total Services and Supplies/Equipment				\$22,947
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#### INDIRECT<sup>(4)</sup>

Avoidable Overhead Contract Admin.				\$0
Avoidable Overhead Agency Admin.				<u>\$0</u>
				\$0

<b>TOTAL ESTIMATED COUNTY AVOIDABLE COSTS<sup>(5)</sup></b>				<u><u>\$285,935</u></u>
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(3) Equipment costs include the use of a 3/4 ton truck @ 75 miles per week @ \$0.6433 per mile and 1/2 ton truck @ 75 miles per week @ \$0.5029 per mile.

(4) Indirect Costs include monitoring by County field staff.

(5) County's cost to provide the current and proposed level of service.

### TRUGREEN LANDCARE'S COSTS

#### DIRECT<sup>(6)</sup>

##### Contractor Cost

Current Cost				\$155,142
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Proposed Cost - restroom services @ Bill Blevins Park				<u>\$1,947</u>
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Total Contractor Direct Costs				\$157,089
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#### INDIRECT COSTS<sup>(7)</sup>

Avoidable Overhead Contract Admin.				\$0
Avoidable Overhead Agency Admin.				<u>\$0</u>
				\$0

<b>TOTAL CONTRACTING COSTS (Direct Costs plus Indirect Costs)</b>				<u><u>\$157,089</u></u>
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(6) Contractor's current and proposed costs.

(7) Contract monitoring conducted by existing County staff.

**ESTIMATED SAVINGS FROM CONTRACTING (TOTAL ESTIMATED COUNTY  
AVOIDABLE COSTS LESS TOTAL CONTRACTING COSTS)**

\$128,846

**AMENDMENT NUMBER 1 TO CONTRACT NUMBER 73910  
FOR PARK MAINTENANCE SERVICES FOR ROWLAND HEIGHTS AREA PARKS**

**THIS AMENDMENT NUMBER 1 TO THE PARK MAINTENANCE SERVICES CONTRACT**, made and entered this \_\_\_\_\_ day of \_\_\_\_\_, 2006

BY AND BETWEEN THE

**COUNTY OF LOS ANGELES**, a body corporate and politic, hereinafter referred to as "County",

AND

**TRUGREEN LANDCARE, BRANCH 6246**, hereinafter referred to as "Contractor" for park maintenance services, hereinafter referred to as "services" for **Rowland Heights Area Parks**, hereinafter referred to as "facility".

**RECITALS**

**WHEREAS**, on February 19, 2002, the County Board of Supervisors (Board) approved Contract Number 73910 (Contract) with Gothic Landscape for the provision of park maintenance services for Rowland Heights Area Parks; and

**WHEREAS**, on March 1, 2004, pursuant to Section 9, Assignment, of the Contract, the Department of Parks and Recreation (Department) approved the assignment of Contract from Gothic Landscape to Contractor; and

**WHEREAS**, the County has constructed a restroom building at Bill Blevins Park which requires maintenance services; and

**WHEREAS**, pursuant to Section 7, Additional Compensation, Paragraph 7.02.02 of the Contract, compensation may be authorized by the Board to increase the Contractor's level of maintenance due to inclusion of newly developed appurtenant structures within the existing facilities identified in Exhibit A, Statement of Work, of the Contract; and

**WHEREAS**, the County and Contractor agree to expand the park maintenance service requirements as set forth in Exhibit A, Statement of Work, of the Contract to include the newly developed appurtenant structure; and

**WHEREAS**, the County reserves the right to amend other terms and conditions in the Contract as they become necessary; and

**WHEREAS**, this Amendment contains amended provisions consistent with the County's right and the Contractor has affirmed the implementation of these provisions;

**NOW THEREFORE**, in consideration of the mutual promises, covenants and conditions set forth herein, the parties hereto and each of them does agree as follows:

#### **1.0 CONTRACTOR'S SERVICE**

The Contractor shall provide the required maintenance services for the newly constructed restroom at Bill Blevins Park in the manner and form described in Exhibit A, Statement of Work, Section II, "On-Going Maintenance Tasks", of the Contract.

#### **2.0 PRICING AND BILLING SCHEDULE**

2.1 The Contractor shall provide the required maintenance services in the manner and form described above and consistent with the costs identified in the attached Exhibit B-1, Supplemental Pricing and Billing Schedule.

2.2 Exhibit B, Pricing and Billing Schedule, of the Contract is amended to include the attached Exhibit B-1, Supplemental Pricing and Billing Schedule, and to increase the Annual Contract Costs for all facilities to One Hundred Fifty-Seven Thousand Eighty-Nine Dollars (\$157,089.00).

#### **3.0 APPLICABLE DOCUMENTS**

The existing Paragraph 1 of the Contract is amended to include Exhibits B-1, K, L, M, N, and O, which are attached hereto and form part of the Contract.

#### **4.0 ASSIGNMENT**

The existing Paragraph 9 of the Contract is deleted in its entirety and the following paragraph is substituted:

##### **"9. ASSIGNMENT AND DELEGATION**

9.1 The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of the County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void.

For purposes of this sub-paragraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at the County's sole discretion, against the claims, which the Contractor may have against the County.

9.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of the Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of the County in accordance with applicable provisions of this Contract.

9.3 If any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without the County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

## **5.0 RECORD RETENTION AND INSPECTION**

The existing Paragraph 14 of the Contract is deleted in its entirety and the following paragraph is substituted:



**“14. RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT**

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

14.1 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

- 14.2 Failure on the part of the Contractor to comply with any of the provisions of this Sub-paragraph 14 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.
- 14.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than the payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.
- 14.4 In addition to the above, the Contractor agrees, should the County or its authorized representatives determine, in the County's sole discretion, that it is necessary or appropriate to review a broader scope of the Contractor's records (including, certain records related to non-County contracts) to enable the County to evaluate the Contractor's compliance with the County's Living Wage Program, that the Contractor shall promptly and without delay provide to the County, upon the written request of the County or its authorized representatives, access to and the right to examine, audit, excerpt, copy, or transcribe any and all transactions, activities, or records relating to any of its employees who have provided services to the

County under this Contract, including without limitation, records relating to work performed by said employees on the Contractor's non-County contracts. The Contractor further acknowledges that the foregoing requirement in this subparagraph relative to the Contractor's employees who have provided services to the County under this Contract is for the purpose of enabling the County in its discretion to verify the Contractor's full compliance with and adherence to California labor laws and the County's Living Wage Program. All such materials and information, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such materials and information prior to such time. All such materials and information shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such materials and information is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such materials and information at such other location. "

**6.0 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

Within the existing Paragraph 26 of the Contract entitled "CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM," the words "District Attorney" are deleted and replaced with "Child Support Services Department."

**7.0 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE**

With the existing Paragraph 27 of the Contract entitled "TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE," the words "District Attorney" are deleted and replaced with "Child Support Services Department."

**8.0 CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT COMPLIANCE ENFORCEMENT**

Within the existing Paragraph 28 entitled "CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT COMPLIANCE ENFORCEMENT," the words "District Attorney" are deleted and replaced with "Child Support Services Department."

**9.0 LIVING WAGE PROGRAM**

The existing Paragraph 38 of the Contract is deleted in its entirety and the following paragraph is substituted:

**"38. COMPLIANCE WITH THE COUNTY'S LIVING WAGE PROGRAM**

**38.1 Living Wage Program:**

This Contract is subject to the provisions of the County's ordinance entitled Living Wage Program as codified in Sections 2.201.010 through 2.201.100 of the Los Angeles County Code, a copy of which is attached as Exhibit K and incorporated by reference into and made a part of this Contract.

**38.2 Payment of Living Wage Rates.**

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not an "Employer" as defined under the Program (Section 2.201.020 of the County Code) or that the Contractor qualifies for an exception to the Living Wage Program (Section 2.201.090 of the County Code), the Contractor shall pay its Employees no less than the applicable hourly living wage rate, as set forth immediately below, for the Employees' services provided to the County,

including, without limitation, "Travel Time" as defined below in Subsection 5 of this Subparagraph 10.1.2, under the Contract:

- a. Not less than \$9.46 per hour if, in addition to the per-hour wage, the Contractor contributes less than \$1.14 per hour towards the provision of bona fide health care benefits for its Employees and any dependents; or
  - b. Not less than \$8.32 per hour if, in addition to the per-hour wage, the Contractor contributes at least \$1.14 per hour towards the provision of bona fide health care benefits for its employees and any dependents. The Contractor will be deemed to have contributed \$1.14 per hour towards the provision of bona fide health care benefits if the benefits are provided through the County Department of Health Services Community Health Plan. If, at any time during the Contract, the Contractor contributes less than \$1.14 per hour towards the provision of bona fide health care benefits, the Contractor shall be required to pay its Employees the higher hourly living wage rate.
2. For purposes of this Sub-paragraph, "Contractor" includes any subcontractor engaged by the Contractor to perform services for the County under the Contract. If the Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall be subject to the provisions of this Sub-paragraph. The provisions of this Subparagraph shall be inserted into any such subcontract and a copy of the Living Wage Program shall be attached to the subcontract. "Employee" means any individual who is an employee of the Contractor under the laws of California, and who is providing full-time services to the Contractor, some or all of which are provided to the County under the Contract. "Full-time" means a minimum of 40 hours worked per week, or a lesser number of

hours, if the lesser number is a recognized industry standard and is approved as such by the County; however, fewer than 35 hours worked per week will not, in any event, be considered full-time.

3. If the Contractor is required to pay a living wage when the Contract commences, the Contractor shall continue to pay a living wage for the entire term of the Contract, including any option period.
4. If the Contractor is not required to pay a living wage when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its “exemption status” from the living wage requirement. The Contractor shall immediately notify the County if the Contractor at any time either comes within the Living Wage Program’s definition of “Employer” or if the Contractor no longer qualifies for an exception to the Living Wage Program. In either event, the Contractor shall immediately be required to commence paying the living wage and shall be obligated to pay the living wage for the remaining term of the Contract, including any option period. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate to the County’s satisfaction that the Contractor either continues to remain outside of the Living Wage Program’s definition of “Employer” and/or that the Contractor continues to qualify for an exception to the Living Wage Program. Unless the Contractor satisfies this requirement within the time frame permitted by the County, the Contractor shall immediately be required to pay the living wage for the remaining term of the Contract, including any option period.
5. For purposes of the Contractor's obligation to pay its Employees the applicable hourly living wage rate under this Contract,

“Travel Time” shall have the following two meanings, as applicable: 1) With respect to travel by an Employee that is undertaken in connection with this Contract, Travel Time shall mean any period during which an Employee physically travels to or from a County facility if the Contractor pays the Employee any amount for that time or if California law requires the Contractor to pay the Employee any amount for that time; and 2) With respect to travel by an Employee between County facilities that are subject to two different contracts between the Contractor and the County (of which both contracts are subject to the Living Wage Program), Travel Time shall mean any period during which an Employee physically travels to or from, or between such County facilities if the Contractor pays the Employee any amount for that time or if California law requires the Contractor to pay the Employee any amount for that time.

**38.3 Contractor’s Submittal of Certified Monitoring Reports.**

The Contractor shall submit to the County certified monitoring reports at a frequency instructed by the County. The certified monitoring reports shall list all of the Contractor’s Employees during the reporting period. The certified monitoring reports shall also verify the number of hours worked, the hourly wage rate paid, and the amount paid by the Contractor for health benefits, if any, for each of its Employees. The certified monitoring reports shall also state the name and identification number of the Contractor’s current health care benefits plan, and the Contractor’s portion of the premiums paid as well as the portion paid by each Employee. All certified monitoring reports shall be submitted on forms provided by the County as Exhibit L and Exhibit M hereto, or other form approved by the County which contains the above information. The County reserves the right to request any additional information it may deem necessary. If the County requests additional

information, the Contractor shall promptly provide such information. The Contractor, through one of its officers, shall certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

**38.4 Contractor's Ongoing Obligation to Report Labor Law/Payroll Violations and Claims**

During the term of the Contract, if the Contractor becomes aware of any labor law/payroll violation or any complaint, investigation or proceeding ("claim") concerning any alleged labor law/payroll violation (including but not limited to any violation or claim pertaining to wages, hours and working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination), the Contractor shall immediately inform the County of any pertinent facts known by the Contractor regarding same. This disclosure obligation is not limited to any labor law/payroll violation or claim arising out of the Contractor's contract with the County, but instead applies to any labor law/payroll violation or claim arising out of any of the Contractor's operations in California.

**38.5 County Auditing of Contractor Records.**

Upon a minimum of twenty-four (24) hours' written notice, the County may audit, at the Contractor's place of business, any of the Contractor's records pertaining to the Contract, including all documents and information relating to the certified monitoring reports. The Contractor is required to maintain all such records in California until the expiration of five (5) years from the date of final payment under the Contract. Authorized agents of the County shall have access to all such records during normal business hours for the entire period that records are to be maintained.

**38.6 Notifications to Contractor and Employees.**

The Contractor shall place County-provided living wage posters at each of the Contractor's places of business and locations where the



Contractor's employees are working. The Contractor shall also distribute County-provided notices to each of its employees at least once per year. The Contractor shall translate posters and handouts into Spanish and any other language spoken by a significant number of Contractor employees.

### **38.7 Enforcement and Remedies.**

If the Contractor fails to comply with the requirements of this Subparagraph, the County shall have the rights and remedies described in this Sub-paragraph in addition to any rights and remedies provided by law or equity.

1. Remedies For Submission of Late or Incomplete Certified Monitoring Reports. If the Contractor submits a certified monitoring report to the County after the date it is due or if the report submitted does not contain all of the required information or is inaccurate or is not properly certified, any such deficiency shall constitute a breach of the Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:
  - a. Withholding of Payment. If the Contractor fails to submit accurate, complete, timely and properly certified monitoring reports, the County may withhold from payment to the Contractor up to the full amount of any invoice that would otherwise be due, until the Contractor has satisfied the concerns of the County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.
  - b. Liquidated Damages. It is mutually understood and agreed that the Contractor's failure to submit an accurate, complete, timely and properly certified monitoring report will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the

damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, in the event that a certified monitoring report is deficient, including but not limited to being late, inaccurate, incomplete or uncertified, it is agreed that the County may, in its sole discretion, assess against the Contractor liquidated damages in the amount of \$100 per monitoring report for each day until the County has been provided with a properly prepared, complete and certified monitoring report. The County may deduct any assessed liquidated damages from any payments otherwise due the Contractor.

- c. Termination. The Contractor's continued failure to submit accurate, complete, timely and properly certified monitoring reports may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.

2. Remedies for Payment of Less Than the Required Living Wage.

If the Contractor fails to pay any Employee at least the applicable hourly living wage rate, such deficiency shall constitute a breach of the Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights or remedies:

- a. Withholding Payment. If the Contractor fails to pay one or more of its employees at least the applicable hourly living wage rate, the County may withhold from any payment otherwise due the Contractor the aggregate difference between the living wage amounts the Contractor was

required to pay its employees for a given pay period and the amount actually paid to the employees for that pay period. The County may withhold said amount until the Contractor has satisfied the County that any underpayment has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

- b. Liquidated Damages. It is mutually understood and agreed that the Contractor's failure to pay any of its employees at least the applicable hourly living wage rate will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, it is agreed that the County may, in its sole discretion, assess against the Contractor liquidated damages of \$50 per Contractor's employee per day for each and every instance of an underpayment to Contractor's employee. The County may deduct any assessed liquidated damages from any payments otherwise due the Contractor.
  - c. Termination. The Contractor's continued failure to pay any of its employees the applicable hourly living wage rate may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.
3. Debarment. In the event the Contractor breaches a requirement of this Subsection, the County may, in its sole discretion, bar the Contractor from the award of future County contracts as

described in Paragraph 45, Contractor Responsibility and Debarment.

**38.8 Use of Full-Time Employees.**

The Contractor shall assign and use full-time employees of the Contractor to provide services under the Contract unless the Contractor can demonstrate to the satisfaction of the County that it is necessary to use non-full-time employees based on staffing efficiency or County requirements for the work to be performed under the Contract. It is understood and agreed that the Contractor shall not, under any circumstance, use non-full-time employees for services provided under the Contract unless and until the County has provided written authorization for the use of same. The Contractor submitted with its proposal a full-time employee staffing plan. If the Contractor changes its full-time employee staffing plan, the Contractor shall immediately provide a copy of the new staffing plan to the County.

**38.9 Contractor Retaliation Prohibited.**

The Contractor and/or its employees shall not take any adverse action which would result in the loss of any benefit of employment, any contract benefit, or any statutory benefit for any Employee, person or entity who has reported a violation of the Living Wage Program to the County or to any other public or private agency, entity or person. A violation of the provisions of this Sub-paragraph may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.

**38.10 Contractor Standards.**

During the term of the Contract, the Contractor shall maintain business stability, integrity in employee relations and the financial ability to pay a living wage to its employees. If requested to do so by the County, the Contractor shall demonstrate to the satisfaction

of the County that the Contractor is complying with this requirement.

### **38.11 Employee Retention Rights**

1. The Contractor shall offer employment to all retention employees who are qualified for such jobs. A “retention employee” is an individual:
  - a. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act; and
  - b. Who has been employed by a Contractor under a predecessor Proposition A contract or a predecessor cafeteria services contract with the County for at least six months prior to the date of this new Contract, which predecessor contract was terminated by the County prior to its expiration; and
  - c. Who is or will be terminated from his or her employment as a result of the County entering into this new contract.
2. The Contractor is not required to hire a retention employee who:
  - a. Has been convicted of a crime related to the job or his or her performance; or
  - b. Fails to meet any other County requirement for employees of a Contractor.
3. The Contractor shall not terminate a retention employee for the first 90 days of employment under the contract, except for cause. Thereafter, the Contractor may retain a retention employee on the same terms and conditions as the Contractor’s other employees.

### **38.12 Neutrality in Labor Relations**

The Contractor shall not use any consideration received under the Contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of the Contractor’s employees,

except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining Contract, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

## **10.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT**

The existing Paragraph 45 of the Contract is deleted in its entirety and the following paragraph is substituted:

### **“45. CONTRACTOR RESPONSIBILITY AND DEBARMENT**

#### **45.1 Responsible Contractor**

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Contractors.

#### **45.2 Chapter 2.202 of the County Code**

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the County.

#### **45.3 Non-responsible Contractor**

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act

or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

#### **45.4 Contractor Hearing Board**

1. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation



to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

#### **45.5 Subcontractors of Contractor**

These terms shall also apply to Subcontractors of County Contractors.”

### **11.0 JURY SERVICE PROGRAM**

Add Paragraph 51 as follows:

#### **“51. COMPLIANCE WITH THE JURY SERVICE PROGRAM**

##### **51.1 Jury Service Program**

This Contract is subject to the provisions of the County’s ordinance entitled Contractor Employee Jury Service (“Jury Service Program”) as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Exhibit N and incorporated by reference into and made a part of this Contract.

##### **51.2 Written Employee Jury Service Policy**

1. Unless the Contractor has demonstrated to the County’s satisfaction either that the Contractor is not a “Contractor” as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee’s regular pay the fees received for jury service.
2. For purposes of this Subparagraph, “Contractor” means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County

Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any Subcontractor to perform services for the County under the Contract, the Subcontractor shall also be subject to the provisions of this Sub-paragraph. The provisions of this Subparagraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

3. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion that the Contractor demonstrates to the County's satisfaction that the Contractor either continues to remain outside of the

Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.

4. The Contractor's violation of this Subparagraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach."

## **12.0 SAFELY SURRENDERED BABY LAW**

Add Paragraph 52 and Paragraph 53 as follows:

### **"52. CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW**

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used.

### **53. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW**

The Contractor shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit O (Safely Surrendered Baby Law) of this Contract and is also available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes."

### **13.0 RATIFICATION**

All other terms, conditions, covenants and promises of the Contract not affected by this Amendment Number 1 shall remain in full force and effect and are hereby reaffirmed.

### **14.0 EFFECTIVE DATE**

The effective date of this Amendment Number 1 shall be the date, month, and year first written above.

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**IN WITNESS WHEREOF**, the Contractor has executed this Amendment Number 1 to Contract Number 73910, or caused it to be duly executed, and the County, by order of its Board of Supervisors, has caused this Amendment Number 1 be executed on its behalf by the Mayor of said Board, and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, on the date, month and year first written above.

**COUNTY OF LOS ANGELES**

By \_\_\_\_\_  
Mayor, County of Los Angeles

**CONTRACTOR**

By \_\_\_\_\_  
TruGreen LandCare, Branch 6246

**ATTEST:**

SACHI A. HAMAI  
Executive Officer-Clerk  
of the Board of Supervisors

By \_\_\_\_\_  
Deputy

**APPROVED AS TO FORM:**

RAYMOND G. FORTNER, JR.  
County Counsel

By \_\_\_\_\_  
Senior Deputy

# TRUGREEN LandCare<sup>sm</sup>

## DESIGNATION OF REPRESENTATIVE

I, Robert C. von Gruben, Senior Vice President & General Counsel of TruGreen LandCare L.L.C., the general partner of TRUGREEN LANDCARE, a California general partnership ("Company"), with full power and authority, do hereby authorize and direct Joel Gay, Branch Manager, TruGreen LandCare, 1150 West Trenton Ave., Orange, CA 92867 to represent the Company to execute any and all bid documents, related contracts and documents to effectuate the terms of contracts entered into on behalf of the Company with the County of Los Angeles.

This Designation of Representative expires at midnight, April 19, 2007.

TRUGREEN LANDCARE, a California general Partnership

By: TruGreen LandCare L.L.C.,  
Its: General Partner

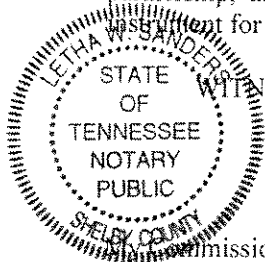
By: *Robert C. von Gruben*  
Robert C. von Gruben  
Senior Vice President & General Counsel

Dated: April 19, 2006

STATE OF TENNESSEE}  
COUNTY OF SHELBY}

Before me, *Letha W. Sanders*, a Notary Public for said State and County, personally appeared ROBERT C. VON GRUBEN, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself to be the Senior Vice President & General Counsel of TruGreen LandCare L.L.C., a Delaware limited liability company, the General Partner of TRUGREEN LANDCARE, the within named bargainor, a California general partnership, and that he as such Senior Vice President & General Counsel, executed the foregoing instrument for the purposes therein contained.

WITNESS my hand, at office, this 19<sup>th</sup> day of April, 2006.



*Letha W. Sanders*  
Notary Public

MY COMMISSION EXPIRES:  
September 17, 2008

Commission Expires: \_\_\_\_\_

STATE OF CALIFORNIA        }  
  } s.s.  
COUNTY OF LOS ANGELES    }

On this 8<sup>TH</sup> day of November, 2006,  
before me, Conny B. McCormack, the Registrar-Recorder/County Clerk of the County of  
Los Angeles, personally appeared Joel Gay, as the  
Branch Manager of TruGreen LandCare, Branch 6246 personally  
known to me (or proved to me on the basis of satisfactory evidence) to be the person  
whose name is subscribed to the within instrument and acknowledged to me that the  
person executed the same in his / her authorized capacity, and that by his / her signature  
on the instrument the Corporation upon behalf of which the person acted, executed the  
instrument.

**WITNESS** my hand and official seal.



**Conny B. McCormack**  
**Registrar-Recorder / County Clerk**  
**County of Los Angeles**

By \_\_\_\_\_

  
Deputy County Clerk

# EXHIBIT B-1 SUPPLEMENTAL PRICING AND BILLING SCHEDULE

FACILITY: Bill Blevins Park  
19500 East Windrose Drive, Rowland Heights

All specifications are identified in Exhibit A, Statement of Work, of the Contract. All costs associated with the increased service requirements authorized by the Amendment and indicated below are in addition to the costs previously approved by the Board on February 19, 2006.

<b><u>TASK</u></b>	<b><u>Increased Frequency</u></b>	<b><u>Cost per Frequency</u></b>	<b><u>Additional Annual Cost</u></b>
1. Inspect/Replace Exterior Security Lights Inspect exterior security lights on a monthly basis to see if they are functioning; replace bulbs as needed; per Specification 63.	12	\$2.05	\$24.60
2. Clean Interior and Exterior Storage and Maintenance Rooms Complete tasks as identified in Specification 65 once per week.	52	\$4.10	\$213.20
3. Restroom/Comfort Station Maintenance			
a. Daily Maintenance Tasks performed on a daily basis pursuant to Specification No. 66	364	\$2.05	\$746.20
b. Weekly Maintenance Tasks performed on a weekly basis pursuant to Specification No. 67	52	\$4.10	\$213.20
4. Site Inspection and Reporting Per Requirements as Specified in Section 68 of SOW	364	\$1.03	\$374.92
5. Management and Supervision Per Requirements as Specified in Section 69 of SOW	364	\$1.03	\$374.92
Total Annual Costs for New Improvements			=====
			\$1,947.04
			=====



# EXHIBIT K

## Title 2 ADMINISTRATION Chapter 2.201 LIVING WAGE PROGRAM

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### 2.201.010 Findings.

The board of supervisors finds that the county of Los Angeles is the principal provider of social and health services within the county, especially to persons who are compelled to turn to the county for such services. Employers' failure to pay less than a living wage to their employees causes them to use such services thereby placing an additional burden on the county of Los Angeles. (Ord. 99-0048 § 1 (part), 1999.)

### 2.201.020 Definitions.

The general definitions contained in Chapter 2.02 shall be applicable to this chapter unless inconsistent with the following definitions:

- A. "County" includes the county of Los Angeles, any county officer or body, any county department head, and any county employee authorized to enter into a Proposition A contract or a cafeteria services contract with an employer.
- B. "Employee" means any individual who is an employee of an employer under the laws of California, and who is providing full time services to an employer, some or all of which are provided to the county of Los Angeles under a Proposition A contract, or under a cafeteria services contract at a county of Los Angeles owned or leased facility.
- C. "Employer" means:
  - 1. An individual or entity who has a contract with the county:
    - a. For services which is required to be more economical or feasible under Section 44.7 of the Charter of the county of Los Angeles, and is not listed as an excluded contract in Section 2.121.250 B of the Los Angeles County Code, referred to in this chapter as a "Proposition A contract," or
    - b. For cafeteria services, referred to in this chapter as a "cafeteria services contract," and
    - c. Who has received or will receive an aggregate sum of \$25,000.00 or more in any 12 month period under one or more Proposition A contracts and/or one or more cafeteria services contracts; or
  - 2. An individual or entity that enters into a subcontract with an employer, as defined in subsection C1 and who employs employees to provide services under the employer's contract with the county.
- D. "Full time" means a minimum 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the chief administrative officer, but in no event less than 35 hours worked per week. (Ord. 99-0048 § 1 (part), 1999.)

# **EXHIBIT K**

## **Title 2 ADMINISTRATION Chapter 2.201 LIVING WAGE PROGRAM**

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### **2.201.030 Prospective effect.**

This chapter shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments the terms of which commence three months or more after the effective date of this chapter.\* It shall not be applicable to Proposition A contracts or cafeteria services contracts or their amendments in effect before this chapter becomes applicable. (Ord. 99-0048 § 1 (part), 1999.)

\*Editor's note: Ordinance 99-0048, which enacted Ch. 2.201, is effective on July 22, 1999.

### **2.201.040 Payment of living wage.**

- A. Employers shall pay employees a living wage for their services provided to the county of no less than the hourly rates set under this chapter. The rates shall be \$8.32 per hour with health benefits, or \$9.46 per hour without health benefits.
- B. To qualify for the living wage rate with health benefits, an employer shall pay at least \$1.14 per hour towards the provision of bona fide health care benefits for each employee and any dependents during the term of a Proposition A contract or a cafeteria services contract. Proof of the provision of such benefits must be submitted to the county for evaluation during the procurement process to qualify for the lower living wage rate in subsection A of this section. Employers who provide health care benefits to employees through the county department of health services community health plan are deemed to have qualified for the lower living wage rate in subsection A of this section.
- C. The board of supervisors may, from time to time, adjust the amounts specified in subsections A and B of this section, above for future contracts. (Ord. 99-0048 § 1 (part), 1999.)

### **2.201.050 Other provisions.**

- A. Full Time Employees. An employer shall assign and use full time employees to provide services under a Proposition A contract or a cafeteria services contract, unless the employer can demonstrate to the county the necessity to use non-full time employees based on staffing efficiency or the county requirements of an individual job.
- B. Neutrality in Labor Relations. An employer shall not use any consideration received under a Proposition A contract or a cafeteria services contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of an employer's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.
- C. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter. The chief administrative officer in conjunction with the affirmative action compliance officer shall issue written instructions on

# EXHIBIT K

## Title 2 ADMINISTRATION Chapter 2.201 LIVING WAGE PROGRAM

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the implementation and on-going administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.

- D. Compliance Certification. An employer shall, during the term of a Proposition A contract, or a cafeteria services contract, report for each employee and certify the hours worked, wages paid, and amounts the employer paid for health benefits, and provide other information deemed relevant to the enforcement of this chapter by the county. Such reports shall be made at the times and in the manner set forth in instructions issued by the chief administrative officer in conjunction with the affirmative action compliance officer. The affirmative action compliance officer in conjunction with the chief administrative officer shall report annually to the board of supervisors on contractor compliance with the provisions of this chapter.
- E. Contractor Standards. An employer shall demonstrate during the procurement process and for the duration of a Proposition A contract or a cafeteria services contract a history of business stability, integrity in employee relations, and the financial ability to pay a living wage. (Ord. 99-0048 § 1 (part), 1999.)

### **2.201.060 Employer retaliation prohibited.**

No employer shall take an adverse action causing a loss of any benefit of employment, of any contract benefit, or any statutory benefit to any employee, person, or other entity, who has reported a violation of this chapter to the board of supervisors or to one or more of their offices, to the county chief administrative officer, or to the county auditor controller, or to the county department administering the Proposition A contract or cafeteria services contract. (Ord. 99-0048 § 1 (part), 1999.)

### **2.201.070 Employee retention rights.**

In the event that any Proposition A contract or cafeteria service contract is terminated by the county prior to its expiration, any new contract with a subsequent employer for such services shall provide for the employment of the predecessor employer's employees as provided in this section.

- A. A "retention employee" is an employee of a predecessor employer:
  - 1. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act;
  - 2. Who has been employed by an employer under a predecessor Proposition A contract or a predecessor cafeteria services contract for at least six months prior to the date of a new contract; and
  - 3. Who is or will be terminated from his or her employment as a result of the county entering into a new contract.
- B. Subsequent employers shall offer employment to all retention employees who are qualified for such jobs.
- C. A subsequent employer is not required to hire a retention employee who:
  - 1. Has been convicted of a crime related to the job or his or her job performance; or

# EXHIBIT K

## Title 2 ADMINISTRATION Chapter 2.201 LIVING WAGE PROGRAM

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2. Fails to meet any other county requirement for employees of a contractor.
- D. A subsequent employer may not terminate a retention employee for the first 90 days of employment under a new contract, except for cause. Thereafter a subsequent employer may retain a retention employee on the same terms and conditions as the subsequent employer's other employees. (Ord. 99-0048 § 1 (part), 1999.)

### **2.201.080 Enforcement and remedies.**

For violation of any of the provisions of this chapter:

- A. An employee may bring an action in the courts of the state of California for damages caused by an employer's violation of this chapter.
- B. The county department head responsible for administering a Proposition A contract or a cafeteria services contract may do one or more of the following in accordance with such instructions as may be issued by the chief administrative officer:
  1. Assess liquidated damages as provided in the contract; and/or
  2. Recommend to the board of supervisors the termination of the contract; and/or
  3. Recommend to the board of supervisors that an employer be barred from award of future county contracts for a period of time consistent with the seriousness of the employer's violation of this chapter, not to exceed three years. (Ord. 99-0048 § 1 (part), 1999.)

### **2.201.090 Exceptions.**

- A. Other Laws. This chapter shall not be interpreted or applied to any employer or to any employee in a manner inconsistent with United States or California laws.
- B. Collective Bargaining Agreements. Any provision of this chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. This chapter shall not be applied to any employer which is a nonprofit corporation qualified under Section 501(c)(3) of the Internal Revenue Code.
- D. Small Businesses. This chapter shall not be applied to any employer which is a business entity organized for profit, including but not limited to any individual, partnership, corporation, joint venture, association or cooperative, which entity:
  1. Is not an affiliate or subsidiary of a business dominant in its field of operation; and
  2. Has 20 or fewer employees during the contract period, including full time and part time employees; and
  3. Does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed \$1,000,000.00; or
  4. If the business is a technical or professional service, does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed \$2,500,000.00.

# **EXHIBIT K**

## **Title 2 ADMINISTRATION Chapter 2.201 LIVING WAGE PROGRAM**

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"Dominant in its field of operation" means having more than 20 employees, including full time and part time employees, and more than \$1,000,000.00 in annual gross revenues or \$2,500,000.00 in annual gross revenues if a technical or professional service.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 99-0055 § 1, 1999: Ord. 99-0048 § 1 (part), 1999.)

### **2.201.100 Severability.**

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 99-0048 § 1 (part), 1999.)



COUNTY OF LOS ANGELES  
LIVING WAGE ORDINANCE

MONTHLY CERTIFICATION FOR APPLICABLE HEALTH BENEFIT PAYMENTS

Exhibit L

**Instruction Box:** Please complete all sections of this form.  
(Information to complete this form can be obtained from your weekly certified payroll reports) Submit this form with your Certified Payroll Reports to the awarding County department. Be sure to complete and sign the reverse side of this form before submitting.

(1) Name: Contractor <input type="checkbox"/> Subcontractor <input type="checkbox"/>		Address: (Street, City, State, Zip)										
(2) Payroll No.:	(3) Work Location:	(4) From payroll period: ____/____/____ to payroll period: ____/____/____	(5) For Month Ending:									
(6) Department Name:		(7) Contract Service Description:	(8) Contract Name & Number:									
(9) Contractor Health Plan Name(s):		(10) Contractor Health Plan ID Number(s):										
(11) Employee Name, Address & Last 4 digits of SS#	(12) Work Classification	(13) Total Hours Worked Each Week of Monthly Pay Period					(14) Total Aggregate Hours	(15) Employer Paid Health Benefit Hourly Rate	(16) Gross Amount Paid (14x15)	(17) Employee Paid Health Benefit Hourly Rate	(18) Gross Amount Paid (14x17)	(19) Aggregate \$ Health Benefits Paid (16+18)
		1	2	3	4	5						
1												
2												
3												
4												
5												
I have reviewed the information in this report and as company owner or authorized agent for this company, I sign under penalty of perjury certifying that all information herein is complete and correct.		Total (This Page)										
Print Authorized Name:		Grand Total (All Pages)										
Authorized Signature:		Date:     /     /	Title:		Telephone Number (include area code) (     )		Page:     of					

**EXHIBIT M  
COUNTY OF LOS ANGELES  
LIVING WAGE PROGRAM**

**PAYROLL STATEMENT OF COMPLIANCE**

I, \_\_\_\_\_, \_\_\_\_\_  
(Name of Owner or Company Representative) (Title)

Do hereby state:

1. That I pay or supervise the payment of the persons employed by \_\_\_\_\_ on the \_\_\_\_\_;  
(Company or subcontractor Name) (Service, Building or Work Site)  
that during the payroll period commencing on the \_\_\_\_\_ day of \_\_\_\_\_, and  
(Calendar day of Month) (Month and Year)  
ending the \_\_\_\_\_ day of \_\_\_\_\_ all persons employed on said work site  
(Calendar day of Month) (Month and Year)  
have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of \_\_\_\_\_  
(Company Name)

from the full weekly wages earned by any person and that no deductions have been made either directly or in directly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 357; 40 U.S.C. 276c), and described below:


2. That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for employees contained therein are not less than the applicable County of Los Angeles Living Wage rates contained in the contract.
3. That:
- A. WHERE FRINGE (Health) BENEFITS ARE PAID TO APPROVED PLANS, FUNDS OR PROGRAMS
- ☐ In addition to the basic hourly wage rates paid to each employee listed in the above referenced payroll, payments of health benefits as required in the contract have been or will be paid to appropriate programs for the benefit of such employees.
- B. WHERE FRINGE (Health) BENEFITS ARE PAID IN CASH
- ☐ Each employee listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the applicable amount of the required County of Los Angeles Living Wage hourly rate as listed in the contract.

I have reviewed the information in this report and as company owner or authorized agent for this company, I sign under penalty of perjury certifying that all information herein is complete and correct.

Print Name and Title

Owner or Company Representative Signature:

**THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. IN ADDITION, THE CONTRACTOR OR SUBCONTRACTOR MAY BE SUSPENDED AND PRECLUDED FROM BIDDING ON OR PARTICIPATING IN ANY COUNTY CONTRACT OR PROJECT FOR A PERIOD OF THREE (3) YEARS.**

## **EXHIBIT N**

### **Title 2 Administration Chapter 2.203 Contractor Employee Jury Service**

#### **2.203.010 Findings.**

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

#### **2.203.020 Definitions.**

The following definitions shall be applicable to this chapter:

A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.

B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.

C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:

1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or

2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or

3. A purchase made through a state or federal contract; or

4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or

5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or

6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or



## **EXHIBIT N**

### **Title 2 Administration**

#### **Chapter 2.203 Contractor Employee Jury Service**

7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or

8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:

1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or

2. The contractor has a long-standing practice that defines the lesser number of hours as full time.

E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

#### **2.203.030 Applicability.**

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

#### **2.203.040 Contractor Jury Service Policy.**

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

#### **2.203.050 Other Provisions.**

A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.

## **EXHIBIT N**

### **Title 2 Administration Chapter 2.203 Contractor Employee Jury Service**

B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

#### **2.203.060 Enforcement and Remedies.**

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

#### **2.203.070 Exceptions.**

A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.

B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.

C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:

1. Has ten or fewer employees during the contract period; and,
2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

#### **2.203.090 Severability.**

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

# **No shame. No blame. No names.**

**Newborns can be safely given up  
at any Los Angeles County  
hospital emergency room or fire station.**



**In Los Angeles County:  
1-877-BABY SAFE  
1-877-222-9723  
[www.babysafela.org](http://www.babysafela.org)**



**State of California**  
Gray Davis, Governor

**Health and Human Services Agency**  
Grantland Johnson, Secretary

**Department of Social Services**  
Rita Saenz, Director



**Los Angeles County Board of Supervisors**

Gloria Molina, Supervisor, First District

Yvonne Brathwaite Burke, Supervisor, Second District

Zev Yaroslavsky, Supervisor, Third District

Don Knabe, Supervisor, Fourth District

Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.

## EXHIBIT O

### What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

### How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

### What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

### Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

### Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

### Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

### What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

### What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

### Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

### A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

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**Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.**

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***It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.***



# **Sin pena. Sin culpa. Sin peligro.**

**Los recién nacidos pueden ser entregados  
en forma segura en la sala de emergencia de  
cualquier hospital o en un cuartel de bomberos  
del Condado de Los Angeles.**



**En el Condado de Los Angeles:**

**1-877-BABY SAFE**

**1-877-222-9723**

**[www.babysafela.org](http://www.babysafela.org)**



**Estado de California**  
Gray Davis, Gobernador

**Agencia de Salud y Servicios Humanos**  
(Health and Human Services Agency)  
Grantland Johnson, Secretario

**Departamento de Servicios Sociales**  
(Department of Social Services)  
Rita Saenz, Directora



**Consejo de Supervisores del Condado de Los Angeles**

Gloria Molina, Supervisora, Primer Distrito

Yvonne Brathwaite Burke, Supervisora, Segundo Distrito

Zev Yaroslavsky, Supervisor, Tercer Distrito

Don Knabe, Supervisor, Cuarto Distrito

Michael D. Antonovich, Supervisor, Quinto Distrito

Esta Iniciativa tambien esta apollada por First 5 LA y INFO LINE de Los Angeles.

## EXHIBIT O

### ¿Qué es la Ley de Entrega de Bebés Sin Peligro?

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

### ¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura, dentro de los tres días del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre recibirá un brazaletes igual.

### ¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden empezar el proceso de redamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles, al 1-800-540-4000.

### ¿Sólo los padres podrán llevar al recién nacido?

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

### ¿Los padres deben llamar antes de llevar al bebé?

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

### ¿Es necesario que el padre/madre diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

### ¿Qué ocurrirá con el bebé?

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

### ¿Qué pasará con el padre/madre?

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

### ¿Por qué California hace esto?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

### Historia de un bebé

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

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Cada recién nacido merece una  
oportunidad de tener una vida saludable.  
Si alguien que usted conoce está pensando  
en abandonar a un recién nacido, infórmele  
qué otras opciones tiene.

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***Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.***